

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
DIVISION
CASE NO.:

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CATHERINE N. KIDD,

Defendant.

COMPLAINT

The United States of America, acting herein by THOMAS E. SCOTT, United States Attorney for the Southern District of Florida, alleges as follows:

1. This action is brought by the United States of America, with jurisdiction provided by 28 U.S.C. § 1345.

2. The defendant is a resident of the Southern District of Florida.

3. The defendant is indebted to the plaintiff in the principal amount of \$9849.01, plus interest on this principal amount computed at the rate of 7. percent per annum in the amount of \$9112.44, plus interest thereafter on this principal from October 5, 1999 until the date of judgment, plus administrative fees, costs, and penalties in the amount of \$.00. See Exhibit A attached hereto and incorporated herein.

1
DSD

4. Demand has been made upon the defendant by plaintiff for the sum due, but the amount due remains unpaid.

WHEREFORE, plaintiff prays judgment against the defendant for the total of \$18961.45, plus interest at 7. percent per annum on the principal amount of \$9849.01, from October 5, 1999 to the date of judgment, plus costs. Plaintiff further demands, pursuant to 28 U.S.C. § 1961, that interest on the judgment be at the legal rate until paid in full.

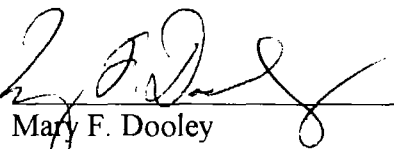
Notice is hereby given to the defendant that the plaintiff intends to seek satisfaction of any judgment rendered in its favor in this action from any debt accruing.

Dated at Miami, Florida on this 8 day of October, 1999.

Respectfully submitted,

THOMAS E. SCOTT
United States Attorney

By



Mary F. Dooley
Assistant U.S. Attorney
Florida Bar No. [#]A5500282
99 N.E. 4th Street,
Suite 300
Miami, FL 33132
Tel No. 305-961-9377
Fax No. 305-530-7195

**U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Catherine N. Kidd
898 NW 33rd AVE.
Ft. Lauderdale, FL 33311
SSN: 258561418

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below, plus additional interest from 04/30/99.

On or about 03/05/79, 05/14/79, 07/16/79, 04/22/80, 06/23/80, 09/25/80, 03/16/81, and 07/21/81, the borrower executed promissory note(s) to secure the loan(s) of \$600.00, \$600.00, \$800.00, \$767.00, \$767.00, \$766.00, \$2500.00, and \$2500.00 from Southeast First National Bank of Miami, Miami, FL at 7.00 percent interest per annum. This loan obligation was guaranteed by the Florida Department of Education, Office of Student Financial Assistance and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$120.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 03/01/84, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$9849.01 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 02/20/98, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of those payments, the borrower now owes the United States the following:

Principal:	\$9849.01
Interest:	\$8814.00
Administrative Costs:	\$0.00
Late fees:	\$0.00

Total debt as of 04/30/99: \$18,663.01

Interest accrues on the principal shown here at the rate of \$1.89 per day.

Pursuant to 28 U.S.C. S 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5/12/99
Date

Name: [Signature]
Loan Analyst, Litigation Branch



FSA# 227-A

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304 PROMISSORY NOTE WITH DISCLOSURE				LENDER S E FIRST NATL BANK OF MIAMI CITY STATE MIAMI FL	
(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE	AMOUNT FINANCED	DOCUMENTARY STAMP TAX	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS)	AMOUNT OF LOAN
	03/05/79	\$ 587.76	\$.90	\$ 11.34	\$ 600.00
ANNUAL PERCENTAGE RATE			A) PRIOR TO BEGINNING OF REPAYMENT PERIOD	B) DURING REPAYMENT PERIOD	
			1 1/2 %	7%	

I. CATHERINE N KIDD 258-56-1418, hereinafter called the "maker," promise to pay to **SOUTHEAST FIRST NATIONAL BANK OF MIAMI**, hereinafter called the "lender," located at **100 SOUTH BISCAYNE BOULEVARD MIAMI FL**, the sum of \$ **600.00** to the extent

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all reasonable attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965 as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act, Applicable State Law and Federal and State Regulations:

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after date on which the maker ceases to carry, at an "eligible institution," at least one-half the normal full-time academic work load, as determined by such institution and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period but in no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during the 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment period, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be made by periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay to the Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments covering the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, for redispbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not redispursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by ☒ the Sum of Digits Formula (rule of 78ths). ☐ Pro-rata ☐ Other (Identify):

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment must be made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be due and payable at the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least a time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after due date.

SIGNATURE (MAKER)	ADDRESS	DATE
<i>Catherine N. Kidd</i>	898 NW 33RD AVE FT LAUDERDALE FL 33311	03/05/79
SIGNATURE (CO-MAKER)	ADDRESS	DATE

NOTICE: THIS NOTE SHALL BE EXECUTED WITHOUT SECURITY. THE LENDER SHALL SUPPLY A COPY OF THIS NOTE WITH DISCLOSURE.

All right, title and interest of the undersigned is hereby assigned to the Student Loan Marketing Association (SLMA) without recourse except as provided in Section 9 of the Loan Sale Agreement between SLMA and Southeast First National Bank of Miami dated 3/80
SOUTHEAST FIRST NATIONAL BANK OF MIAMI
By FRANK R. ZICHOS, JR.
(Name and Title of Endorser)
Frank R. Zichos, Jr.
Signature

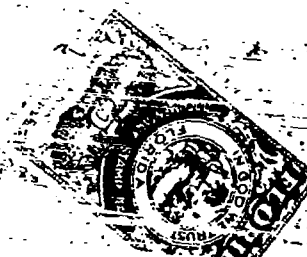
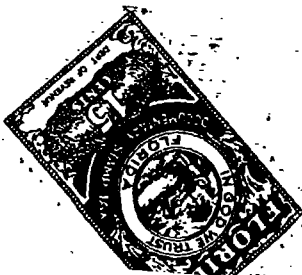
"Pay to the order of the Florida Student Financial Assistant Commission, without recourse on us, or any of us."

Student Loan Marketing Association

Name of Lender

By: Larry Kleeberg

Larry Kleeberg, Operations Officer
Name & Title of Authorized Officer
Date: 2/6/83



FSFAC #2

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304 PROMISSORY NOTE WITH DISCLOSURE				LENDER S E FIRST NATL BANK OF MIAMI CITY STATE MIAMI FL	
(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE..	AMOUNT FINANCED	DOCUMENTARY STAMP TAX	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS)	AMOUNT OF LOAN
	05/14/79	\$ 588.27	\$.90	\$ 10.83	\$ 600.00
ANNUAL PERCENTAGE RATE			A) PRIOR TO BEGINNING OF REPAYMENT PERIOD	B) DURING REPAYMENT PERIOD	
			1/2 %	7%	

I, CATHERINE N KIDD 258-56-1418, hereinafter called the "maker," promise to SOUTHEAST FIRST NATIONAL BANK OF MIAMI, hereinafter called the "lender," located at 100 SOUTH BISCAYNE BOULEVARD MIAMI FL, the sum of \$ 600.00 to the extent

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all reasonable attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965, as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act, Applicable State Law and Federal and State Regulations.

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after the date on which the maker ceases to carry, at an eligible institution, at least one-half the normal full-time academic work load, as determined by such institution and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period. In no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during the 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment period, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be made in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments covering the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, for redispbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not redispbursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by ☒ the Sum of Digits Formula (rule of 78ths). ☐ Pro-rata ☐ Other (Describe)

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment is made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of a loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be due and payable at the option of the lender or any other holder of this note become immediately due and payable.

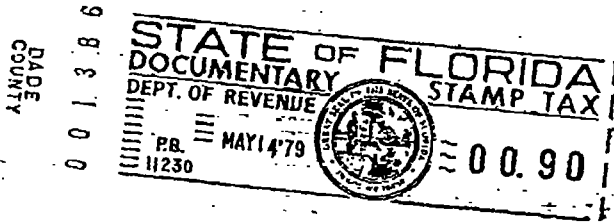
(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after due date.

SIGNATURE (MAKER)	ADDRESS	DATE
<i>Catherine N. Kidd</i>	898 NW 33RD AVE FT LAUDERDALE FL 33311	05/14/79
SIGNATURE (CO-MAKER)	ADDRESS	DATE

NOTICE: THIS NOTE SHALL BE EXECUTED WITHOUT SECURITY. THE LENDER SHALL SUPPLY A COPY OF THIS NOTE WITH DISCLOSURE.



Signature
Frank R. Zichos, Jr.
(Name and Title of Endorser)
By **FRANK R. ZICHOS, JR.**
SOUTHEAST FIRST NATIONAL BANK OF MIAMI
First National Bank of Miami dated 3/80
Agreement between SLMA and Southeast
cept as provided in Section 9 of the Loan Sale
ing Association (SLMA) without recourse ex-
is hereby assigned to the Student Loan Market-
All right, title and interest of the undersigned

Date: _____
Name and Title of Authorized Officer
Larry Kleberg, Operations Officer
By: _____
Larry Kleberg
Name of Lender
Student Loan Marketing Association

"Pay to the order of the Florida Student Financial
Assistant Commission, without recourse on us,
or any of us."

FSFAC - 20

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304 PROMISSORY NOTE WITH DISCLOSURE				LENDER S E FIRST NATL BANK OF MIAMI CITY MIAMI STATE FL	
(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE 07/16/79	AMOUNT FINANCED \$ 785.03	DOCUMENTARY STAMP TAX \$ 1.20	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS) \$ 13.77	AMOUNT OF LOAN \$ 800.00
ANNUAL PERCENTAGE RATE			A) PRIOR TO BEGINNING OF REPAYMENT PERIOD 1/2 %	B) DURING REPAYMENT PERIOD 7%	

I, CATHERINE N KIDD 258-56-1418, hereinafter called the "maker," promise to SOUTHEAST FIRST NATIONAL BANK OF MIAMI, hereinafter called the "lender," located at 100 SOUTH BISCAYNE BOULEVARD MIAMI FL, the sum of \$ 800.00 to the extent

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965, as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act, Applicable State Law and Federal and State Regulations:

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after the date on which the maker ceases to carry, at an "eligible institution," at least one-half the normal full-time academic work load, as determined by such institution, and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period. No event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during the 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment period, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be made in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the maker agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay for Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments for the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, for redispbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow agent but not redispbursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by ☒ the Sum of Digits Formula (Rule of 78ths). ☐ Pro-rata ☐ Other (If

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full-time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment is made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of the loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall become due and payable at the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least a time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after the due date.

SIGNATURE (MAKER) <i>Catherine N. Kidd</i>	ADDRESS 898 NW 33RD AVE FT LAUDERDALE FL 33311	DATE 07/16/79
SIGNATURE (CO-MAKER)	ADDRESS	DATE

NOTICE: THIS NOTE SHALL BE EXECUTED WITHOUT SECURITY. THE LENDER SHALL SUPPLY A COPY OF THIS NOTE WITH DISCLOSURE.

All right, title and interest of the undersigned
is hereby assigned to the Student Loan Market-
ing Association (SLMA) without recourse ex-
cept as provided in Section 9 of the Loan Sale
Agreement between SLMA and Southeast
First National Bank of Miami dated 3/8
SOUTHEAST FIRST NATIONAL BANK OF MIAMI
By **(FRANK R. ZICHOS, JR.)**
(Name and Title of Endorser)
Frank R. Zichos, Jr.
Signature

"Pay to the order of the Florida Student Financial
Assistant Commission, without recourse on
or any of us."

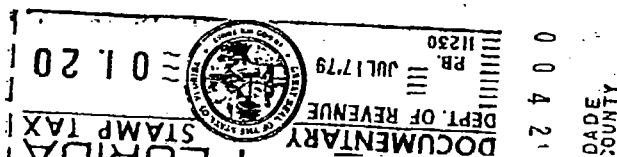
Student Loan Marketing Association

Name of Lender

By:

Larry Kiseberg
Larry Kiseberg, Operations Officer
Name & Title of Authorized Officer

Date:



R22

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304 PROMISSORY NOTE WITH DISCLOSURE				LENDER S E FIRST NATL BANK OF MIAMI CITY: MIAMI STATE: FL	
(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE	AMOUNT FINANCED	DOCUMENTARY STAMP TAX	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS)	AMOUNT OF LOAN
	04/22/80	\$ 756.78	\$ 1.20	\$ 9.02	\$ 767.00
ANNUAL PERCENTAGE RATE			A) PRIOR TO BEGINNING OF REPAYMENT PERIOD	B) DURING REPAYMENT PERIOD	
			1/2 %	7%	

I. CATHERINE N KIDD 258-56-1418, hereinafter called the "maker," promise to
 SOUTHEAST FIRST NATIONAL BANK OF MIAMI, hereinafter called the "lender," loc:
 100 SOUTH BISCAYNE BOULEVARD MIAMI FL, the sum of \$ 767.00 to the extent

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all reasonable attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

1. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965, as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act, Applicable State Law and Federal and State Regulations;

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after the date on which the maker ceases to carry, at an eligible institution, at least one-half the normal full-time academic work load, as determined by such institution and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period. In no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during the 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time prior to the total repayment period, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay, Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments for the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, for redispbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not redispursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by ☒ the Sum of Digits Formula (rule of 78ths). ☐ Pro-rata ☐ Other (describe)

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment is made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least a time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after due date.

SIGNATURE (MAKER)	ADDRESS	DATE
X Catherine N. Kidd	898 NW 33 AVE FT LAUDERDALE FL 33311	04/22/80
SIGNATURE (CO-MAKER)	ADDRESS	DATE

NOTICE: THIS NOTE SHALL BE EXECUTED WITHOUT SECURITY. THE LENDER SHALL SUPPLY A COPY OF THIS NOTE WITH DISCLOSURE

"Pay to the order of the Florida Student Financial
Assistant Commission, without recourse on us,
or any of us."

Student Loan Marketing Association

Name of Lender

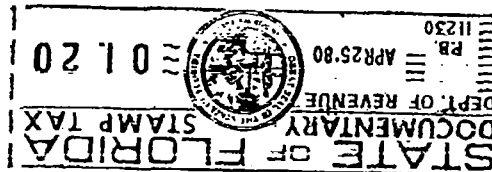
Larry Kleeberg

By:

Larry Kleeberg, Operations Officer
Name & Title of Authorized Officer

Date:

All right, title and interest of the undersigned
is hereby assigned to the Student Loan Market-
ing Association (SLMA) without recourse ex-
cept as provided in Section 9 of the Loan Sale
Agreement between SLMA and Southeast
First National Bank of Miami dated 12/14/81
SOUTHEAST FIRST NATIONAL BANK OF MIAMI
By **ALLEN M. STEWART** IL0
(Name and Title of Endorser)
Allen M. Stewart
Signature



020933

DADE
COUNTY

227

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304 PROMISSORY NOTE WITH DISCLOSURE			LENDER S E FIRST NATL BANK OF MIAMI CITY STATE MIAMI FL		
(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE	AMOUNT FINANCED	DOCUMENTARY STAMP TAX	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS)	AMOUNT OF LOAN
	06/23/80	\$ 757.42	\$ 1.20	\$ 8.38	\$ 767.00
ANNUAL PERCENTAGE RATE			A) PRIOR TO BEGINNING OF REPAYMENT PERIOD	B) DURING REPAYMENT PERIOD	
			1/2 %	7%	

I, CATHERINE N KIDD 258-56-1418, hereinafter called the "maker," promise to pay to SOUTHEAST FIRST NATIONAL BANK OF MIAMI, hereinafter called the "lender," local office at 100 SOUTH BISCAYNE BOULEVARD MIAMI FL, the sum of \$ 767.00 to the extent

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all reasonable attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965 as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act, Applicable State Law and Federal and State Regulations:

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after date on which the maker ceases to carry, at an "eligible institution," at least one-half the normal full-time academic work load, as determined by such institution and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period but no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment period, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be made in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay to the Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments covering the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent on behalf of the maker, for redispbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not redispursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by ☒ the Sum of Digits Formula (rule of 78ths) ☐ Pro-Rata ☐ Other (Identify)

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full-time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is as a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment must be made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least a time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after due date.

SIGNATURE (MAKER)	ADDRESS	DATE
<i>X Catherine N. Kidd</i>	898 NW 33 AVE FT LAUDERDALE FL 33311	06/23/80
SIGNATURE (CO-MAKER)	ADDRESS	DATE

NOTICE: THIS NOTE SHALL BE EXECUTED WITHOUT SECURITY. THE LENDER SHALL SUPPLY A COPY OF THIS NOTE WITH DISCLOSURE

All right, title and interest of the undersigned is hereby assigned to the Student Loan Marketing Association (SLMA) without recourse except as provided in Section 9 of the Loan Sale Agreement between SLMA and Southeast First National Bank of Miami dated 12/14/81

SOUTHEAST FIRST NATIONAL BANK OF MIAMI

By ALLEN M. STEWART, TLO
(Name and Title of Endorser)

Allen M. Stewart
Signature

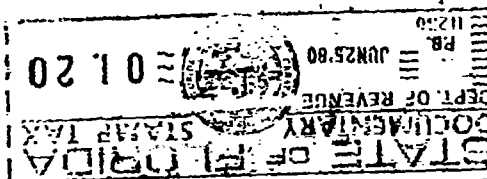
"Pay to the order of the Florida Student Financial Assistant Commission, without recourse on us, or any of us."

Student Loan Marketing Association

Name of Lender

By: Larry Keesberg
Larry Keesberg / Operations Officer
Name & Title of Authorized Officer

Date: 12/29/83



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JUN 25 80
DEPT. OF REVENUE
DOCUMENTARY STAMP TAX
STATE OF FLORIDA

227

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION
ROOM 563 KNOTT BUILDING
TALLAHASSEE, FLORIDA 32304
PROMISSORY NOTE WITH DISCLOSURE

LENDER

S E FIRST NATL BANK OF MIAMI

CITY

STATE

MIAMI

FL

(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE	AMOUNT FINANCED	DOCUMENTARY STAMP TAX	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS)	AMOUNT OF LOAN
	09/25/80	\$ 757.40	\$ 1.20	\$ 7.40	\$ 766.00
ANNUAL PERCENTAGE RATE	A) PRIOR TO BEGINNING OF REPAYMENT PERIOD		B) DURING REPAYMENT PERIOD		
	1/2 %		7%		

I. CATHERINE N KIDD 258-56-1418, hereinafter called the "maker," promise to
SOUTHEAST FIRST NATIONAL BANK OF MIAMI, hereinafter called the "lender," located at
100 SOUTH BISCAYNE BOULEVARD MIAMI FL, the sum of \$ 766.00 to the extent

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965, as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act. Applicable State Law and Federal and State Regulations:

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after date on which the maker ceases to carry, at an eligible institution, at least one-half the normal full-time academic work load, as determined by such institution and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period. In no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during the 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment period, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note; and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay for Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments for the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent on behalf of the maker, for redispbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not redispursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by ☐ the Sum of Digits Formula (rule of 78ths). ☐ Pro-rata ☐ Other (describe)

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full-time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment must be made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be due and payable at the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least a time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after the due date.

SIGNATURE (MAKER)

ADDRESS

DATE

X Catherine N. Kidd

898 NW 33 AVE
FT LAUDERDALE FL 33311

09/25/80

SIGNATURE (CO-MAKER)

ADDRESS

DATE

All right, title and interest of the undersigned is hereby assigned to the Student Loan Marketing Association (SLMA) without recourse except as provided in Section 9 of the Loan Sale Agreement between SLMA and Southeast First National Bank of Miami dated 12/14/81

SOUTHEAST FIRST NATIONAL BANK OF MIAMI

By

ALLEN M. STEWART

ILO

(Name and Title of Endorser)

Signature

"Pay to the order of the Florida Student Financial Assistant Commission, without recourse on us, or any of us."

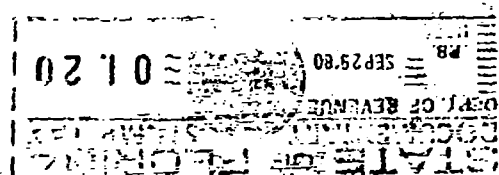
Student Loan Marketing Association

Name of Lender

By: Larry Kleeberg

Larry Kleeberg / Operations Officer
Name & Title of Authorized Officer

Date: _____



027114
DADE COUNTY

R 227

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304 PROMISSORY NOTE WITH DISCLOSURE			LENDER S E FIRST NATL BANK OF MIAMI CITY STATE MIAMI FL		
(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE 03/16/81	AMOUNT FINANCED \$ 2,453.20	DOCUMENTARY STAMP TAX \$ 3.75	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS) \$ 43.05	AMOUNT OF LOAN \$ 2,500.00
ANNUAL PERCENTAGE RATE 1/2 %			A) PRIOR TO BEGINNING OF REPAYMENT PERIOD 7%		

I, **CATHERINE N KIDD** 258-56-1418, hereinafter called the "maker," promise to pay to **SOUTHEAST FIRST NATIONAL BANK OF MIAMI**, hereinafter called the "lender," located at **100 SOUTH BISCAYNE BOULEVA MIAMI FL**, the sum of **\$ 2,500.00** to the extent

advanced to me, plus simple interest at the rate of **7** percent per annum on the outstanding balance of such sum and authorized late charges, all reasonable attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965 as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act, Applicable State Law and Federal and State Regulations:

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing **12** months after date on which the maker ceases to carry, at an "eligible institution," at least one-half the normal full-time academic work load, as determined by such institution and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period, but no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during **12** month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment of the loan, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be made in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay to the Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments covering the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, for redispbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not redispursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by ☒ the Sum of Digits Formula (rule of 78ths). ☐ Pro-rata ☐ Other (Identify)

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full-time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment must be made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be due and payable to the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least a time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after due date.

SIGNATURE (MAKER) <i>Catherine N. Kidd</i>	ADDRESS 898 NW 33RD AVE FORT LAUDERDALE FL 33311	DATE 03/16/81
SIGNATURE (CO-MAKER)	ADDRESS	DATE

"Pay to the order of the Florida Student Financial
Assistant Commission, without recourse on us,
or any of us."

Student Loan Marketing Association

Name of Lender

Larry Kleeberg

By:

Larry Kleeberg/Operations Officer
Name & Title of Authorized Officer

Date:

All right, title and interest of the undersigned
is hereby assigned to the Student Loan Market-
ing Association (SLMA) without recourse ex-
cept as provided in Section 9 of the Loan Sale
Agreement between SLMA and Southeast
First National Bank of Miami dated 12/14/81

SOUTHEAST FIRST NATIONAL BANK OF MIAMI

By ALLEN M. STEWART ILO

(Name and Title of Endorser)

Allen M. Stewart
Signature

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FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION

ROOM 563 KNOTT BUILDING
TALLAHASSEE, FLORIDA 32304

PROMISSORY NOTE WITH DISCLOSURE

LENDER

S E FIRST NATL BANK OF MIAMI

CITY

STATE

MIAMI

FL

(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE	AMOUNT FINANCED	DOCUMENTARY STAMP TAX	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS)	AMOUNT OF LOAN
	07/21/81	\$ 2,457.40	\$ 3.75	\$ 38.85	\$ 2,500.
ANNUAL PERCENTAGE RATE		A) PRIOR TO BEGINNING OF REPAYMENT PERIOD		B) DURING REPAYMENT PERIOD	
		1 1/2 %		7%	

I, CATHERINE N KIDD 258-56-1418, hereinafter called the "maker," promise to
SOUTHEAST FIRST NATIONAL BANK OF MIAMI, hereinafter called the "lender," located at
100 SOUTH BISCAYNE BOULEVA MIAMI FL, the sum of \$2,500.00 to the extent

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965, as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act, Applicable State Law and Federal and State Regulations.

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after the date on which the maker ceases to carry, at an eligible institution, at least one-half the normal full-time academic work load, as determined by such institution and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period. No event shall extend the repayment period to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during the 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment period, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of the repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be made in periodic installments in accordance with either: (1) the terms of a separate instrument, which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay for Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments for the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, for redispbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not redispursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by the Sum of Digits Formula (rule of 78ths): ☒ Pro-rata ☐ Other (specify)

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full-time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is as a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment must be made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least a time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after due date.

SIGNATURE (MAKER)

Catherine N. Kidd

ADDRESS

898 NW 33RD AVE
FORT LAUDERDALE

FL 33311

DATE

07/21/81

SIGNATURE (CO-MAKER)

ADDRESS

DATE

MICROFILMED

"Pay to the order of the Florida Student Financial
Assistant Commission, without recourse on us,
or any of us."

Student Loan Marketing Association

Name of Lender

By:

Larry Kleeberg
Larry Kleeberg/Operations Officer
Name & Title of Authorized Officer

Date:

All right, title and interest of the undersigned
is hereby assigned to the Student Loan Market-
ing Association (SLMA) without recourse ex-
cept as provided in Section 9 of the Loan Sale
Agreement between SLMA and Southeast
First National Bank of Miami dated 12/14/81

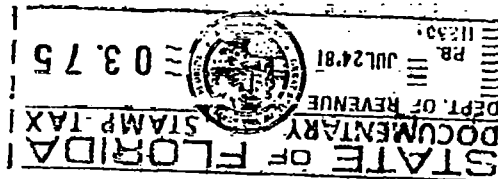
SOUTHEAST FIRST NATIONAL BANK OF MIAMI

By

ALLEN M. STEWART, TLO

(Name and Title of Endorser)

Allen M. Stewart
Signature



DADE
COUNTY
3070

041483

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS**DEFENDANTS**

UNITED STATES of AMERICA

CATHERINE N. KIDD MAGISTRATE
BROWARD

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF

(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

(IN U.S. PLAINTIFF CASES ONLY)

(NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.)

(c) ATTORNEYS (FIRM NAME ADDRESS AND TELEPHONE NUMBER)

THOMAS E. SCOTT, U.S. ATTORNEY (305)961-9377
99 NE 4TH ST., SUITE 300, MIAMI, FL 33132-2111

ATTORNEYS (IF KNOWN)

(d) CIRCLE COUNTY WHERE ACTION AROSE: DADE, MONROE, BROWARD, PALM BEACH, MARTIN, ST. LUCIE, INDIAN RIVER, OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT

(PLACE AN "X" IN ONE BOX ONLY)

A CONTRACT	A TORTS	FORFEITURE/PENALTY	A BANKRUPTCY	A OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans Excl. Veterans. <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 170 Other Contract <input type="checkbox"/> 185 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY - Med. Malpractice <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 680 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 A PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 610 Selective Service <input type="checkbox"/> 650 Securities Commodities/Exchange <input type="checkbox"/> 675 Customer Challenge 12 USC 3410 <input type="checkbox"/> 681 Agricultural Acts <input type="checkbox"/> 682 Economic Stabilization Act <input type="checkbox"/> 683 Environmental Matters <input type="checkbox"/> 684 Energy Allocation Act <input type="checkbox"/> 685 Freedom of Information Act <input type="checkbox"/> 690 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 695 Constitutionality of State Statutes <input type="checkbox"/> 699 Other Statutory Actions A OR B
A REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 250 All Other Real Property	A CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 446 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other: <input type="checkbox"/> 545 Civil Rights <input type="checkbox"/> 546 Prison Condition	A LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Mgmt. Relations <input type="checkbox"/> 730 Labor Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 750 Other Labor Litigation <input type="checkbox"/> 761 Empl. Ret. Inc. Security Act	B SOCIAL SECURITY <input type="checkbox"/> 861 HIA 1395ff. <input type="checkbox"/> 862 Black Lung 923 <input type="checkbox"/> 863 DIWC DIWW 405(g) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI 405(g) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7809

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE)

(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

RECOVERY OF FUNDS EXPENDED BY PLAINTIFF AS GUARANTOR OF A DEFAULTED FEDERALLY INSURED STUDENT

LOAN 34CFR 682.100(4) (d)

LENGTH OF TRIAL
via 1 days estimated (for both sides to try entire case)**VII. REQUESTED IN COMPLAINT:**CHECK IF THIS IS A CLASS ACTION
☐ UNDER F.R.C.P. 23

DEMAND \$ 18,961.45

+ interest & costs

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ YES ☒ NO**VIII. RELATED CASE(S) (See instructions):**

IF ANY

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

MARY F. DOOLEY, ALISA

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE